

SETTLEMENT AGREEMENT

This Agreement is made by and between Notre Dame College of South Euclid, Ohio (OPE ID # 00308500) and the United States Department of Education (Department), Federal Student Aid (FSA), acting through its Director, Administrative Actions and Appeals Service Group, and is effective the latest date opposite the signatures below.

A. On June 17, 2011, the Department sent a letter to Notre Dame College informing the institution that the Department intended to impose a fine of \$165,000 (hereafter "the proposed fine action") based on the Department's findings that Notre Dame College had failed to comply with the requirements of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the Clery Act) included in §485(f) of the Higher Education Act of 1965, as amended. Under the Clery Act, institutions of higher education are required to issue timely warnings to the campus community if certain types of crimes occur on campus and to report accurate and complete campus crime statistics to the Department and to the institution's students, their parents and the public.

B. The proposed fine was based on the results of a Final Program Review Determination (FPRD) issued by FSA and dated March 12, 2010. The FPRD concluded that Notre Dame College had violated the Clery Act by: failing to issue timely warnings, failing to have a timely warning policy, and failing to include four forcible sex offenses in its crime statistics for 2005.

C. In accordance with the Department's regulations, Notre Dame College appealed the proposed fine action and requested a hearing on June 24, 2011. The appeal was assigned to the Department's Office of Hearings and Appeals and docketed as In the Matter of Notre Dame College of Ohio, Docket No. 11-44-SF.

D. Notre Dame College and the Department have now agreed to resolve the proposed fine action without any further administrative procedures and the associated costs to both parties.

E. Nothing in this Agreement shall constitute an admission of liability or wrongdoing by Notre Dame College. Notre Dame College cooperated fully with the FSA during its investigation, and has implemented corrective measures based upon the Department's findings.

In consideration of the mutual covenants and conditions contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. Notre Dame College agrees to pay \$89,000 to the Department to resolve the proposed fine action. Notre Dame College will present a check for \$20,000 as down payment to the Department with duplicate originals of this Agreement signed by an authorized official of Notre Dame College. Following this down payment, Notre Dame College will make payments with interest over the next four months as stipulated in the attached Payment Amortization Schedule.

2. Notre Dame College hereby withdraws its appeal of the proposed fine action. The Department and Notre Dame College agree that the proposed fine action is fully resolved. The parties agree to file a motion to dismiss the pending appeal upon full execution of this Agreement and the Department's receipt of Notre Dame College's payment under this Agreement.

3. The Department agrees not to initiate any further administrative action against Notre Dame College based on the findings included in the FPRD issued on March 12, 2010.

4. Notre Dame College agrees to take appropriate action to fully comply with the Clery Act and ensure that all future Clery Act reports are accurate and complete.

5. This Agreement does not waive, compromise, restrict, or settle:

a. Any past, present, or future violations of the criminal or civil fraud laws of the United States.

b. Any presently pending or future actions taken by the United States under the criminal laws or civil fraud laws of the United States. The Department is not aware of any such actions pending against Notre Dame College based on the issues addressed in the FPRD and this Settlement Agreement.

Notre Dame College and the Department each warrant that the undersigned representative is authorized to sign this Agreement on its behalf.

Dated: December 22, 2011

Andrew P. Poth
Name:
Title: President

Dated: 1/4/2012, 2011

Mary E. Gust
Mary E. Gust
Director, Administrative Actions
and Appeals Service Group
Federal Student Aid
for the United States Department of Education

PAYMENT AMORTIZATION SCHEDULE

**Notre Dame College
South Euclid, OH**

Settlement : \$89,000.00

Down Pay: \$20,000.00

Clery Act Fine

Balance : \$69,000.00

INTEREST RATE: 1.00%

Monthly payments are due by the last day of each month
from January through April 2012.

TERM	DATE	MONTHLY PAYMENT	MONTHLY INTEREST	INTEREST PAID	PRINCIPAL PAYMENT	PRINCIPAL PAID	PRINCIPAL BALANCE DUE
							69,000.00
1	JAN 12	20,057.50	57.50	57.50	20,000.00	20,000.00	49,000.00
2	FEB	20,040.83	40.83	98.33	20,000.00	40,000.00	29,000.00
3	MAR	20,024.17	24.17	122.50	20,000.00	60,000.00	9,000.00
4	APRIL	9,007.50	7.50	130.00	9,000.00	69,000.00	0.00